

WEBROOT BACKUP AND RESTORE TERMS AND CONDITIONS

Last updated: February 20, 2025

These Webroot Backup and Restore Terms and Conditions (the “**Terms**”), together with any other legal terms or technical requirements communicated to you (collectively, the “**Agreement**”), govern your access to and use of the Webroot Backup and Restore products and services for consumers (collectively, the “**Products and Services**”). By registering a Customer Account (as defined below) or accessing or using any of the Products and Services, you (“**you**”, “**your**” or “**Customer**”) and Webroot LLC (“**Webroot**,” “**we**,” “**our**” or “**us**”) are entering into a legally binding contract and you agree to abide by this Agreement, including terms that limit our liability (see Section 16), require individual arbitration for any potential legal dispute (see Section 19), and authorize contracting through electronic systems (see Section 22).

1. Authority.

You represent and warrant that: (a) you are least eighteen (18) years of age; (b) you are eligible to access and use the Products and Services and have the right, power, and ability to enter into the Agreement; and (c) your use of the Products and Services will be in compliance with the Agreement and all applicable laws. If you are entering into this Agreement on behalf of a legal entity, you represent and warrant that you have the authority to bind such entity to this Agreement, in which case the terms “you” and “your” as used herein will refer and apply to such entity. If you do not have such authority, or if you do not agree with this Agreement, you must not use or authorize any use of the Products and Services.

2. Customer Account Registration.

You are required to register an account with us (a “**Customer Account**”) in order to use the Products and Services. During registration of a Customer Account, you agree to provide accurate and complete information, and you further agree to promptly update this information should it change. In connection with use of the Customer Account, you may authorize your employees, agents and others (“**Authorized Users**”) to use the Products and Services on your behalf. Each Authorized User will establish or be provided a username and password and may also establish or be provided other access credentials such as an encryption key (collectively, “**Access Credentials**”). You will and you will ensure that each of your Authorized Users will keep the Access Credentials confidential and will ensure that they are not disclosed to any third party. You are responsible for the acts and omissions of your Authorized Users. You, not Webroot, are fully responsible for all activity that occurs under your Customer Account using the Access Credentials, including any loss or deletion of Customer Content (as defined below). You acknowledge that your Authorized Users may have full access to and management privileges of your Customer Account(s), Customer Content, and any personal data associated your Customer Account(s). We reserve the right to suspend or terminate the Customer Account, or the access of any Authorized User, for any reason, including if any registration information is inaccurate, untrue, or incomplete, or if you or any of your Authorized Users fail to maintain the security of any Access Credentials. You agree to, and will ensure that each Authorized User will, notify us immediately upon learning of any unauthorized access to a Customer Account or any other suspected security breach.

3. Mobile Applications.

Subject to the terms and condition of this Agreement, Webroot grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Webroot mobile applications (the “**Webroot Apps**”) on a single mobile device or computer that you own or control solely in connection with your use of the Products and Services. You may opt-out of certain analytics features, including applicable device or application settings, such as the device advertising settings for mobile applications. With respect to any Webroot App accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs iOS (Apple’s proprietary operating system) and (ii) as permitted by the “**Usage Rules**” set forth in the Apple App Store Terms of Service. You acknowledge and agree that the availability of the Webroot App is dependent on the third-party app marketplace (e.g., the Apple App Store or Google Play (“**App Store**”). You acknowledge that this Agreement, including the Mobile App Terms, are between you and Webroot, and not with the App Store. Webroot, not the App Store, is solely responsible for the Webroot Apps, including their operation, related warranties, and any related claims. In order to use the Webroot App, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Webroot Apps. You agree to comply with, and your license to use the Webroot App is conditioned upon your compliance with, all applicable third-party terms (e.g., the App Store’s terms and policies) when using the Webroot Apps.

4. Free Services and Pre-release Services.

(a) **Free Services.** We may offer free Products and Services, including free trials of the Products and Services (“**Free Services**”). The Free Services and Pre-release Services (as defined below) (together, the “**Evaluation Services**”) require an active Customer Account and are subject to the time limits that are made known to you via email. You acknowledge and agree that: (a) your use of the Evaluation Services is for the sole purpose of evaluating and testing the applicable Products and Services and providing feedback to us; (b) your use of the Evaluation Services will be in compliance with any restrictions and requirements made known to you; (c) you will not store Customer Content (as defined below) that is sensitive in nature, including personally identifiable information, Protected Health Information (as defined below) or sensitive financial information with the Evaluation Services; (d) you will inform your Authorized Users of the nature of the limitations on use of the Evaluation Services; and (e) you will use the Evaluation Services solely in a non-production environment. Access to Evaluation Services associated with your Customer Account that remain inactive for a period of thirty (30) calendar days or more may be terminated and your Customer Content irretrievably deleted. We assume no liability for the loss of any such Customer Content. Webroot, in its sole discretion, may discontinue the Evaluation Services at any time, at which point your access, and the access of your Authorized Users, to the Evaluation Services will end and any Customer Content shall be irretrievably deleted.

(b) **Pre-release Services.** We may designate new products, services, enhancements, or features as pre-release, alpha, or beta services (collectively, “**Pre-Release Services**”). In addition to the terms set forth in Section 4(a), you agree that the Pre-Release Services are experimental in nature, have not been fully-tested, and may be discontinued at any time with or without notice to You. You agree to assist us in testing, evaluating, refining, and improving the applicable Pre-Release Services. You agree to promptly report problems to us whenever the Pre-Release Services do not perform in accordance with the Documentation. Periodically and at our request, you may provide us with comments, criticisms, suggested improvements, and other feedback, about the use, operation, functionality, and features of the Pre-Release Services (collectively, the “**Pre-Release Feedback**”). You agree that we have the right to use the Pre-Release Feedback in the same manner that we have the right to use other Feedback (as defined herein).

5. Cloud Services.

(a) **Access Grant.** Subject to the terms and conditions of this Agreement, Webroot grants to you non-exclusive, non-transferable, revocable, fee-bearing and limited license (without the right to sublicense) to access and use Webroot’s cloud services (the “**Cloud Services**”) solely: (i) for your personal use; and (ii) in accordance with any applicable restrictions, requirements or Documentation.

(b) **Software Client.** The Cloud Services may require that software be installed within your Environment (as defined below) (the “**Client Software**”). Subject to the terms and conditions of this Agreement, Webroot grants to you a non-exclusive, non-transferable, revocable, fee-bearing, and limited license (without the right to sublicense) to install, execute and use the Client Software solely: (i) in object code format; (ii) for your personal use, with no right to make such software available to third parties either by transferring copies thereof or by providing a hosted service; and (iii) in accordance with any applicable restrictions, requirements or Documentation. Your license in the Client Software is co-terminus with your right to access the Cloud Services for which the Client Software is required.

6. Courier Recovery Services.

This section applies only if your Subscription includes Courier Recovery Services.

(a) **Permission to Access.** You agree to permit Webroot to restore your Customer Content (as defined herein) stored within your Webroot Backup and Restore accounts onto an external storage device (inclusive, if applicable, of a USB cord) (collectively, the “**Transfer Device**”) in an encrypted format that will then be shipped to the physical address that is associated with your Customer Account. For the purpose of Webroot’s performance of the Courier Recovery Services, you permit Webroot to access such Customer Content and to view any and all files contained therein. If you elect to manage your private encryption key, you will be unable to use the Courier Recovery Services.

(b) **Geographic Limitations.** Courier Recovery Services are limited to delivery to physical addresses in the fifty United States and the District of Columbia. We reserve the right to not ship the Transfer Device to a post office box or other mailing address where signature may be required upon delivery. Webroot does not warrant, and specifically disclaims responsibility for, any third-party carrier services that do not meet the delivery requirements, including lost shipments and shipments to incorrect addresses.

(c) **Return of Transfer Device.** After receiving the Transfer Device, you must copy your Customer Content to your own device. You must return the Transfer Device in the same working condition upon which you received it within 21 days of

receipt. If you fail to do so, you authorize Webroot to charge you the then-current fee for the purchase of the Transfer Device.

7. Support. Support for the Products and Services is available here: <https://www.webroot.com/us/en/support/support-home>.

8. Access Authorization.

Subject to the terms of this Agreement, you and your Authorized Users may access and use customer portals (the “**Customer Portals**”) that are made available to you in connection with the Products and Services, solely for your personal use and solely in accordance with the Documentation. Your authorization to use the Customer Portals is non-exclusive, non-transferable, non-sublicensable, and terminable.

9. Customer Acknowledgements and Obligations.

You acknowledge and agree to the following:

(a) **License.** You grant to Webroot a worldwide, non-exclusive, royalty-free, fully-paid up, transferable, and sublicensable right to use, reproduce and store the Customer Content for the purpose of performing its obligations under this Agreement, improving the Products and Services, and as otherwise provided at <https://www.opentext.com/about/privacy>. You retain all rights in the Customer Content, subject to the rights granted to Webroot in this Agreement. You may modify or remove the Customer Content via the Customer Account. Customer Content will be irretrievably deleted upon (i) you or your Authorized User’s deletion of Customer Content or (ii) cancellation, termination or non-renewal of the Customer Account or subscription to the Products and Services. Webroot may remove Customer Content at any time, for any reason, with or without notice.

(b) **Requirements and Environment.** You acknowledge and agree that: (i) you assessed your data protection needs, network environment, and the technical specifications, and cost of each of the Products and Services; (ii) you are solely responsible for making the appropriate selection of the Products and Services even if a Webroot representative has provided guidance to you regarding the Products or Services that you select; (iii) you are solely responsible for ensuring that you comply with the applicable restrictions and requirements; (iv) you are solely responsible for ensuring that you maintain and operate the information technology infrastructure from which the applicable Products and Services copies, maintains, and transfers the Customer Content, including the databases, applications, files, software, computer, server, tablet, smartphone, or any other device registered with Webroot (including, to the extent applicable, hardware delivered to you as part of any Products or Services) (collectively, your “**Environment**”); and (vi) if you exceed the storage allocated to your Customer Account, you acknowledge and agree that Webroot may restrict your ability to back up further data until you reduce your storage usage, add storage packs, or purchase another type of Product and Service with higher or unlimited storage.

(c) **Customer Content.** The Products and Services include functionality that enables you and your Authorized Users to copy, maintain, sync, transfer and upload text, graphics, photos, videos, presentations, and other materials or information (“**Customer Content**”) pursuant to the terms of this Agreement. You represent and warrant that your Customer Content and you and your Authorized User’s use of the Webroot website, portals, Products and Services, and the technology related thereto, shall not: (i) interfere with the proper working of the Products and Services or impose an unreasonably large load on Webroot’s infrastructure; (ii) give rise to civil or criminal liability, e.g. defamatory, threatening, pornographic, indecent, abusive, libelous or otherwise objectionable actions; (iii) violate or infringe upon any third party right, including any intellectual property right or right of privacy, or that abuses, harasses or stalks any other person; or (iv) initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware.

(d) **User Restrictions on Intellectual Property.** You acknowledge and agree that you shall not, and shall ensure your Authorized Users do not: (i) access or use the Products and Services in any manner or for any purpose other than expressly permitted by the Documentation; (ii) change, modify or otherwise create derivative works of all or any portion of the Products and Services; (iii) modify, disassemble, decompile or reverse engineer any part of the Products and Services or apply any other process or procedure to derive source code of any software included in the Products and Services (except solely to the extent permitted by applicable law); (iv) access or use the Products and Services in a way intended to avoid exceeding usage limits or quotas; (v) use the Products and Services in order to build a similar or competitive application or service; (vi) remove, tamper with or alter any disabling mechanism or circumvent any technical protection measures associated with the Products and Services, or otherwise use any tool to enable features or functionalities that are otherwise disabled in the Products and Services; (vii) resell or sublicense the Products and Services (except as solely to the extent permitted by applicable law); or (viii) remove or alter any proprietary notices (e.g., copyright and trademark notices) pertaining to the Products and Services.

(e) **Changes to Products and Services.** Webroot may periodically update or upgrade the Products and Services. You acknowledge and agree that Webroot may automatically download and install such updates and upgrades onto your device(s) or notify you of the need to update or upgrade your Products and Services and then you or your Authorized Users are solely responsible for applying patches that Webroot makes available. Where applicable, you will grant Webroot access to your device, which provides access tokens or keys, permitting licensed software to run on your device. You acknowledge and agree that Webroot may, at any time and without notice to you, discontinue, suspend or modify the Products and Services, any functionality or feature of the Product and Services, or the availability of the Products and Services on any particular device or hardware.

(f) **Law Enforcement.** If Webroot reasonably suspects that Customer's Account has been used for an unauthorized, illegal or criminal purpose, or law enforcement requests access to Customer's Account or Customer Content via a validly issued subpoena, an investigative demand or warrant, you hereby give Webroot express authorization to share information about you, your Customer Account, Customer Content, and any of its transactions with law enforcement.

10. Fees and Payment.

(a) **Fees, Taxes, and Late Payments.** You agree to pay all fixed and variable usage-based fees (if any) (collectively, "**Fees**") for the Products and Services as specified at the time of purchase. All fees are guaranteed and non-refundable and quantities cannot be reduced during the current term of your Subscription. If you cancel a Subscription (as defined herein), you will continue to have access to the applicable Products and Services through the end of the then-current term, but you will not be entitled to a refund or credit for any Fees already due or paid. Unless otherwise indicated at the time of purchase, all Fees exclude sales, use, value-add and similar taxes (collectively, "**Sales and Use Taxes**"), import tariffs, and shipping and handling fees, which shall be your responsibility. All late payments will bear interest at the rate of 1.5% per month (or the maximum amount allowed by law, if less), calculated daily and compounded monthly. You shall indemnify, defend, and hold Webroot harmless for any liability or expense Webroot may incur in connection with the failure to pay, or collection of, any Fees, Sales and Use Taxes, import tariffs or shipping and handling fees.

(b) **Credit Cards.** For Products and Services purchased directly from Webroot's website or portals, Webroot may utilize a third party to process credit card payments on Webroot's behalf (a "**Payment Provider**"). The Payment Provider's policies govern the processing of your payment, and you must refer to those policies and not this Agreement to determine your rights and liabilities. You agree to provide Webroot's Payment Provider with a valid credit card (the "**Card-on-File**") as a condition to such transactions. By providing your Card-on-File and subject to any relevant laws or regulations, you authorize Webroot, through our Payment Provider, to immediately charge the Fees to the Card-On-File for the Initial Term and any Renewal Term (as defined herein). You agree to notify us of any changes required to keep your Card-on-File current and accurate. Your failure to maintain your Card-On-File may result in an interruption of your use of the Products and Services.

(c) **Renewals.** If your Subscription auto-renews, Webroot will at or around the end of the current term of your Subscription charge You the Fees for the subsequent Renewal Term. You acknowledge and agree that your Card-on-File will be automatically charged recurring renewal Fees unless you cancel your Subscription (as defined herein) or change your auto renewal preferences. Webroot reserves the right to increase Fees in its discretion prior to any Renewal Term, provided such increase is in accordance with applicable law. Additionally, Webroot may increase its Fees upon thirty (30) days' advance notice. Your continued use of the Products and Services after notice of a change to our Fees will constitute your agreement to such changes.

11. Term and Termination.

(a) **Term.** The term of your access to the Products and Services (a "**Subscription**") will continue for the period identified at the time of your purchase (the "**Initial Term**"). Your Subscription will automatically renew for successive terms equal to the applicable Initial Term (each a "Renewal Term").

(b) **Termination for Material Breach.** Webroot may terminate this Agreement and your Subscription at its discretion, effective immediately, for non-payment or if you materially breach any provision of this Agreement and do not substantially cure the breach with thirty (30) days after receiving written notice.

(c) **Termination Upon Bankruptcy or Insolvency.** Webroot may, at its option, terminate this Agreement immediately upon written notice to you, in the event: (i) you become insolvent or unable to pay your debts when due; (ii) you file a petition in bankruptcy, reorganization or similar proceeding, or, if filed against you, such petition is not removed within ninety (90) days after such filing; or (iii) a receiver is appointed or there is an assignment for the benefit of your creditors.

(d) **Suspension.** Webroot may, at any time and in its sole discretion, suspend access to any Products and Services for you or one or all of your Authorized Users, including but not limited to, the following reasons: (i) a threat to the security or integrity of the Products and Services; (ii) you have materially breached this Agreement; or (iii) any amount due under this Agreement is not received by Webroot within fifteen (15) days after it was due.

(e) **Effects of Termination.** Upon termination or expiration of this Agreement or any Subscription for any reason: (i) any amounts owed to Webroot before such termination or expiration will be immediately due and payable; (ii) all license and access rights granted will immediately cease to exist; (iii) access to Customer Content will immediately cease; (iv) all Customer Content will be irretrievably deleted; and (v) if your subscription included hardware, you will promptly return the hardware. Those provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement or a Subscription shall so survive.

12. Security.

We have implemented administrative, physical, and technical safeguards designed to secure your Customer Account and Customer Content from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat our safeguards or use the Customer Account and Customer Content for improper purposes. You provide your Customer Account details and Customer Content to us at your own risk. You are solely responsible for safeguarding, and ensuring that your Authorized Users safeguard, the Access Credentials.

13. Proprietary Rights.

(a) **Reservation of Rights.** You acknowledge and agree that the software, code, hardware, trademarks, trade secrets, proprietary methods and systems used to provide the Products and Services (“**Webroot Technology**”) and the content made available or displayed by us through the Products and Services, including all text, graphics, images and the look and feel of such Products and Services (collectively “**Webroot Content**”) are owned by or licensed to Webroot, including all intellectual property rights therein. Nothing in this Agreement shall be considered an assignment or other transfer of ownership in and to Webroot Technology or Webroot Content to you, either expressly, or by implication, estoppel, or otherwise. Other than the authorizations or licenses as may be conferred or granted by us to you in this Agreement or any of the Documentation, Webroot reserves all right, title and interest in and to Webroot Technology and Webroot Content. No right or license is granted by Webroot to you or your Authorized Users to use any Webroot trademark, trade name, service mark, product name, or other source designator.

(b) **Continuous Development.** Webroot may continually develop and provide ongoing innovation to the Products and Services in the form of new features, functionality, and efficiencies. In the event Webroot adds new features or functionality (collectively, “**Functionality**”) to a particular Product or Service, Webroot may offer the Functionality to you at no additional charge or, if Webroot generally charges customers for such functionality, Webroot may condition your use of the Functionality on the payment of additional Fees.

(c) **Feedback.** In the course of using the Products and Services, you or your Authorized Users may provide Webroot reports, comments, suggestions, or ideas relating the Products and Services (“**Feedback**”). Webroot shall have no obligation to incorporate Feedback into any Product or Service, and you shall have no obligation to provide Feedback. Webroot shall have no obligation to treat such Feedback as your confidential or trade secret information. You, on behalf of yourself and your successors in interest, grant to Webroot a world-wide, non-exclusive, irrevocable, perpetual, royalty-free and fully paid-up right and license to use, profit from, disclose, publish, or otherwise exploit any Feedback. Without limiting the generality of the foregoing, you agree that its provision of Feedback does not give it any intellectual property or any other right, title, or interest in or to any aspects of the Products and Services, even if such Feedback leads Webroot to create new Products or Services. No representations, warranties, or indemnities as may be granted by either party to the other under this Agreement shall apply to Feedback.

(d) **Open-Source Software.** The Products and Services may contain redistributables, agents or other code resident on your devices that include open-source software. Some of the provisions of the licenses granted to Webroot may apply to your use of such open-source software.

14. General Disclaimers.

THE USE OF “WEBROOT”, “WE ”, “OUR, OR “US” IN SECTIONS 12, 13 AND 14 MEANS WEBROOT, ITS AFFILIATES, PARTNERS, PROCESSORS, SUPPLIERS, AND LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES,

AGENTS, DIRECTORS AND EMPLOYEES). THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, WEBROOT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE AND QUIET ENJOYMENT OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. WEBROOT DOES NOT WARRANT (AND SPECIFICALLY DISCLAIMS) THAT THE PRODUCTS AND SERVICES ARE ACCURATE, RELIABLE OR CORRECT, THAT THE PRODUCTS AND SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE PRODUCTS AND SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, BE UNINTERRUPTED, ERROR-FREE OR WITHOUT DEFECT, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, THAT THE PRODUCTS AND SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY ENCRYPTION ALGORITHMS, ASSOCIATED KEYS AND OTHER SECURITY MEASURES WILL BE SECURE OR EFFECTIVE OR THAT THE PRODUCTS AND SERVICES GENERALLY WILL BE SECURE. WEBROOT DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES: (i) WILL RUN PROPERLY ON ALL HARDWARE OR INFORMATION TECHNOLOGY ENVIRONMENTS; (ii) WILL MEET YOUR NEEDS OR REQUIREMENTS OR THOSE OF YOUR AUTHORIZED USERS; OR (iii) WILL OPERATE IN COMBINATIONS THAT MAY BE SELECTED FOR USE BY YOU OR YOUR AUTHORIZED USERS.

15. Specific Disclaimers.

(a) YOU ASSUME ALL RESPONSIBILITY FOR THE SELECTION AND USE OF AND RESULTS OBTAINED FROM THE PRODUCTS AND SERVICES.

(b) YOUR ACCESS TO AND USE OF THE PRODUCTS AND SERVICES ARE AT YOUR SOLE DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR ENVIRONMENT, ANY HARDWARE PROVIDED AS PART OF THE PRODUCTS AND SERVICES, AND THE LOSS OR DAMAGE OF YOUR CUSTOMER CONTENT.

(c) DEPENDING ON THE PRODUCTS AND SERVICES YOU CHOOSE TO UTILIZE, YOUR CONTENT MAY NOT BE AVAILABLE OR RESTORABLE IF: (i) THE PRODUCTS OR SERVICES HAVE NOT COMPLETED COPYING, SYNCING, TRANSFERRING, OR UPLOADING (COLLECTIVELY, "**BACKUP**") YOUR CUSTOMER CONTENT; (ii) FOR FILES, FOLDERS, DATABASES, SERVERS, OR DRIVES THAT THE PRODUCTS AND SERVICES DO NOT AUTOMATICALLY BACK UP PURSUANT TO THE DOCUMENTATION, YOU DO NOT MANUALLY SELECT FOR BACKUP OR YOU DESELECT CERTAIN FILES, FOLDERS, DEVICES, DATABASES, SERVERS OR DRIVES FOR BACKUP; (iii) YOU DELETE CERTAIN CUSTOMER CONTENT FROM YOUR DEVICE AND DO NOT RESTORE IT AFTER DELETION PURSUANT TO WEBROOT'S OR YOUR OWN DATA RETENTION POLICIES, OR YOU DELETE A DEVICE, DATABASE, DRIVE, OR SERVER FROM CUSTOMER'S ACCOUNT; (iv) YOU MOVE CUSTOMER CONTENT TO A LOCATION ON YOUR DEVICE THAT IS NOT AUTOMATICALLY SCANNED TO SELECT FILES FOR BACKUP, OR YOU UPGRADE YOUR OPERATING SYSTEM RESULTING IN CHANGES TO YOUR FILE MAPPING; (v) CUSTOMER'S CONTENT IS CORRUPTED; (vi) YOUR DEVICE IS UNABLE TO ACCESS THE INTERNET OR NETWORK SERVICE OR HAS EXPERIENCED INTERMITTENT OR SLOW INTERNET CONNECTION; (vii) ANY HARDWARE PROVIDED TO YOU AS PART OF THE PRODUCTS AND SERVICES IS UNABLE TO CONNECT TO YOUR DEVICES AND YOU DO NOT TAKE STEPS NECESSARY TO CORRECT SUCH PROBLEM; (viii) YOUR DEVICE OR HARDWARE IS UNABLE TO MAKE A CONNECTION WITH WEBROOT'S SERVERS OR NETWORK; (ix) YOU FAIL TO FOLLOW WEBROOT'S TECHNICAL REQUIREMENTS AND THE MANUALS OR USER GUIDES FOR UTILIZING THE PRODUCTS AND SERVICES, INCLUDING UPGRADING THE PRODUCTS AND SERVICES OR FAILING TO PERIODICALLY TEST YOUR BACKUPS AND RESTORES OR TO ENSURE THAT CERTAIN CUSTOMER CONTENT IS BACKED UP; OR (x) YOU TERMINATE OR FAIL TO RENEW YOUR SUBSCRIPTION TO ANY PRODUCT OR SERVICE, OR YOUR ACCESS TO THE PRODUCTS AND SERVICES HAS OTHERWISE BEEN TERMINATED OR SUSPENDED.

(d) THE PRODUCTS AND SERVICES MAY ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT WEBROOT DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (i) VIRUSES, WORMS, TROJAN HORSES AND OTHER UNDESIRABLE DATA OR COMPONENTS OR UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR CUSTOMER CONTENT, WEBSITES, DEVICES, AND NETWORKS; (ii) YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING YOUR OWN INTERNET AND DATA CONNECTIONS; AND (iii) COMPONENTS OF THE PRODUCTS AND SERVICES THAT ARE ACCESSED OR USED THROUGH INTERNET CONNECTIONS MAY BE SUBJECT TO YOUR INTERNET SERVICE PROVIDER'S FEES AND DOWNTIME. YOU ACKNOWLEDGE AND AGREE WEBROOT IS NOT RESPONSIBLE FOR SUCH ACTIVITIES.

(e) YOU ACKNOWLEDGE AND AGREE TO WEBROOT'S USE OF CYBERSOURCE, A SUBSIDIARY OF VISA, AND LITTLE & CO., A SUBSIDIARY OF VANTIV, TO PROCESS AND STORE YOUR CREDIT CARD INFORMATION. IN THE EVENT OF A SECURITY BREACH INVOLVING YOUR CREDIT CARD INFORMATION, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE RECOURSE IS AGAINST THESE THIRD-PARTY VENDORS WHO PROCESS AND STORE YOUR CREDIT CARD INFORMATION, AND NOT WEBROOT.

(f) YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF THE CUSTOMER ACCOUNT, CUSTOMER'S CONTENT, DEVICES AND ANY HARDWARE PROVIDED AS PART OF THE PRODUCTS AND SERVICES. YOU ACKNOWLEDGE AND AGREE THAT WEBROOT SHALL HAVE NO LIABILITY ASSOCIATED WITH OR ARISING FROM YOUR FAILURE TO MAINTAIN ACCURATE CUSTOMER ACCOUNT INFORMATION OR OTHER INFORMATION, INCLUDING, BUT NOT LIMITED TO, YOUR FAILURE TO RECEIVE CRITICAL COMMUNICATION ABOUT THE PRODUCTS AND SERVICES.

(g) YOU ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WEBROOT OR ANY WEBROOT EMPLOYEE, PARTNER OR AGENT WILL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF WEBROOT'S OBLIGATIONS HEREUNDER.

16. Disclaimers of and Limitations on Certain Remedies.

(a) **No Consequential and Similar Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WEBROOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOSS OF DATA, LOSS OF CUSTOMER CONTENT, LOSS OF USE, LOST REVENUE, BUSINESS INTERRUPTION OR PROPERTY OR ENVIRONMENT DAMAGE ARISING OUT OF OR RELATED TO YOUR USE OF THE PRODUCTS AND SERVICES, EVEN IF WEBROOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE).

(b) **No Procurement of Substitute Services or Customer Content.** IN NO EVENT WILL WEBROOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY COST TO PROCURE SUBSTITUTE PRODUCTS OR SERVICES, CUSTOMER CONTENT, LOST OR DAMAGED CUSTOMER CONTENT OR THE COST OF RETRIEVING LOST CUSTOMER CONTENT. UNDER NO CIRCUMSTANCES WILL WEBROOT BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PRODUCTS AND SERVICES, YOUR CUSTOMER ACCOUNT, OR THE CUSTOMER CONTENT.

(c) **Limitation on Aggregated Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND WITHOUT LIMITING THE FOREGOING, THE ENTIRE LIABILITY OF WEBROOT FOR ALL DAMAGES OF EVERY KIND AND TYPE (WHETHER ARISING IN CONTRACT, BREACH OF WARRANTY OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY)) WILL BE LIMITED TO THE LESSER OF: (i) THE FEES PAID BY YOU TO WEBROOT IN THE THREE (3) CALENDAR MONTHS IMMEDIATELY PRIOR TO THE DAMAGES ARISING; OR (ii) FIVE HUNDRED DOLLARS (\$500.00). IF THE PRODUCTS AND SERVICES ARE PROVIDED TO YOU WITHOUT CHARGE, THEN WEBROOT WILL HAVE NO LIABILITY TO YOU WHATSOEVER. THE FOREGOING LIMITATIONS SET A LIMIT ON THE AMOUNT OF DAMAGES PAYABLE AND ARE NOT INTENDED TO ESTABLISH LIQUIDATED DAMAGES.

(d) **Acknowledgement.** YOU EXPRESSLY RECOGNIZE AND ACKNOWLEDGE THAT THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS SECTION ARE AN ESSENTIAL PART OF THE AGREEMENT AND AN ESSENTIAL FACTOR IN ESTABLISHING THE PRICE OF THE PRODUCTS AND SERVICES AND WEBROOT'S WILLINGNESS TO PROVIDE YOU THE PRODUCTS AND SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, THEREFORE SOME OF THE FOREGOING TERMS MAY NOT APPLY TO YOU. THE FOREGOING DISCLAIMERS AND LIMITATIONS WILL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW AND NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY PROVIDED IN THIS AGREEMENT.

17. Indemnity.

You will indemnify, defend, and hold Webroot (and its processors, respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest and expenses (including, without limitation, reasonable attorneys' fees) arising out of any claim, action,

audit, investigation, inquiry or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties or obligations set forth in this Agreement; (b) your wrongful or improper use of the Products and Services; (c) your violation of any third party's rights, including without limitation, any right of privacy, publicity rights or intellectual property rights; (d) your violation of any law, rule or regulation of the United States or any other country; (e) any other party's access and/or use of the Products or Services using your Access Credentials or the Access Credentials of any of your Authorized Users; and (f) use of your Customer Content. Webroot reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Webroot and you agree to cooperate with Webroot's defense of these claims. You agree not to settle any matter without Webroot's prior written consent. Webroot will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

18. Export Controls and Trade Sanctions Compliance.

Your use of the Products and Services is subject to compliance with United States and other applicable export control and trade sanctions laws, rules and regulations, including without limitation, the U.S. Export Administration Regulations, administered by the U.S. Department of Commerce's Bureau of Industry and Security ("**BIS**") and U.S. trade sanctions, administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") (collectively, "**Export Control Laws**"). You will not export, re-export, download or otherwise transmit the Products and Services, or technical data relating thereto, in violation of any applicable Export Control Laws. In particular, You acknowledge that the Products and Services, or any part thereof, may not be exported, transmitted, or re-exported to, or otherwise used in: (a) any country subject to a U.S. embargo or comprehensive trade sanctions or that has been designated a state sponsor of terrorism by the U.S. Government ("**Sanctioned Countries**"); or (b) anyone identified on any U.S. Government restricted party lists (including without limitation, the Specially Designated Nationals and Blocked Persons List, Sectoral Sanctions Identifications List, and Foreign Sanctions Evaders List, administered by OFAC, and the Entity List, Denied Persons List, and Unverified List administered by BIS) (collectively, "**Restricted Party Lists**"). By purchasing a Product or Service, you represent and warrant that it is not located in any Sanctioned Country or on any Restricted Party List. You acknowledge that the Products and Services may not be available in all jurisdictions and that you are solely responsible for complying with applicable Export Control Laws related to the manner in which you choose to use the Products and Services, including your transfer and processing of your Customer Content and the region in which any of the foregoing occur.

19. Dispute Resolution.

Please read the following arbitration agreement in this Section 19 carefully ("**Arbitration Agreement**"). It requires you to arbitrate disputes with Webroot and limits the manner in which you can seek relief from us. Please contact smbclegal@opentext.com within thirty (30) days of your acceptance of the Agreement to opt-out of this Arbitration Agreement.

(a) **Applicability of Arbitration Agreement, Rules and Forum.** You agree that any dispute or claim relating in any way to this Agreement, including but not limited to, arbitrability of the matter or the formation, interpretation, scope, applicability, termination or breach of this Agreement, your access or use of the Products and Services, or to any aspect of your relationship with Webroot, will be resolved by binding arbitration, rather than in court. **This Arbitration Agreement will apply to all claims that arose or were asserted before the effective date of this Agreement. Such disputes and claims shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures, or JAMS International Arbitration Rules, if the matter is deemed "international" within the meaning of that term as defined in the JAMS International Arbitration Rules. The arbitration shall be administered by JAMS, shall take place before a sole arbitrator, and shall be conducted in Boston, Massachusetts. If the JAMS International Arbitration Rules apply, the language to be used in the arbitral proceedings will be English. Judgement upon the arbitral award may be entered by any court having jurisdiction.**

(b) **Waiver of Jury Trial.** EXCEPT FOR SMALL CLAIMS ACTIONS, YOU AND WEBROOT HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Webroot are instead electing that all claims and disputes will be resolved by final, binding arbitration under this Arbitration Agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration and court review of an arbitration award is subject to very limited review.

(c) **Waiver of Class or Consolidated Actions.** IF YOU AGREE TO THIS AGREEMENT AND/OR USE THE PRODUCTS AND SERVICES, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST WEBROOT ALLEGING CLASS, COLLECTIVE

AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST WEBROOT IN AN INDIVIDUAL ARBITRATION PROCEEDING. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT PRIOR TO USING THE PRODUCTS AND SERVICES, INCLUDING THIS ARBITRATION AGREEMENT. If a court decides that applicable law precludes enforcement of any of this Section's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court, subject to your and Webroot's rights to appeal the court's decision. All other claims will be arbitrated.

(d) **Severability.** Except as otherwise provided under the terms and conditions of this Arbitration Agreement, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts will be of no force and effect and will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.

(e) **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Webroot.

(f) **Modification.** Notwithstanding any provision in this Agreement to the contrary, it is agreed that if Webroot makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) already in progress or that you have already provided written notice to Webroot.

20. Governing Law.

These Terms and any dispute arising hereunder will be governed by the laws of the Commonwealth of Massachusetts and/or applicable federal law (including the Federal Arbitration Act) without regard to its choice of law or conflicts of law principles. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Webroot agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in Boston, Massachusetts.

21. Governing Language.

You acknowledge that any translation of the English language version of this Agreement or any portion thereof is provided for convenience only, and that the English language version will take precedence over the translation in the event of any conflicts arising from translation.

22. Electronic Communications.

By using the Products and Services, you acknowledge that we communicate with you electronically to the email address provided in your Customer Account. It is your responsibility to keep your email address current for notice purposes. For contractual purposes, you (a) consent to receive communications from Webroot in an electronic form, and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Webroot provides to you electronically satisfies any legal requirement that such communications would satisfy if it were to be in writing. You agree that all disclosures, notices and communications are considered received by you within twenty-four (24) hours of the time posted to Webroot's website or within twenty-four (24) hours of the time emailed to you.

23. Notice to Webroot.

To provide legal notice to Webroot under this Agreement, all notices sent to Webroot are required to be in writing and are considered effective five (5) days after mailing, when sent via certified mail, returned receipt requested and postage prepaid to: 385 Interlocken Crescent, Suite #800 Broomfield, CO 80021, Attn: Legal Department with a copy of the notice sent to Webroot via e-mail at smbclegal@opentext.com.

24. Changes to This Agreement.

We may amend this Agreement at any time in our sole discretion by posting the revised version on our website and/or communicating it to you (each a "**Revised Version**"). Your continued use of the Products and Services after the posting of a Revised Version constitutes your acceptance of such Revised Version.

25. Assignment.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you and any attempted transfer or assignment will be null and void. We may assign this Agreement to any person or entity that is an affiliate, or acquires by sale, merger or otherwise, all or substantially all or a portion of our assets, stock or business. If another entity merges with or acquires Webroot, or all, substantially all or a portion of Webroot's assets, stock or business you agree your encrypted stored data and information that Webroot has collected from you, including personally identifiable information, may, and you consent to, the secure transfer of such information to such successor or assignee.

26. Force Majeure.

Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party. The affected party will use reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

27. Government Use.

The Products and Services constitute Commercial Off the Shelf ("**COTS**") items as that term is defined in the U.S. Government Federal Acquisition Regulations ("**FAR**"). Government use rights are limited to those minimum rights required by the appropriate provisions of the FAR.

28. HIPAA Applicability

Unless otherwise agreed in writing, (i) Webroot does not intend that your use of the Products and Services will create obligations for Webroot to comply with Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), (ii) Webroot makes no representations that the Products and Services satisfy HIPAA requirements, and (iii) you agree not to use the Products and Services in connection with any Protected Health Information (as defined in HIPAA).

29. Other Provisions.

You acknowledge and agree there are no third-party beneficiaries to this Agreement. If any provision of the Agreement is invalid or unenforceable under applicable law, then it will be changed, interpreted, or severed, as appropriate to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. This Agreement does not limit any rights that we may have under trade secret, copyright, patent, or other laws. No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or any other term.